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ABSTRACT

This document presents the agreement between the Cumberland County College Board of Trustees and the Cumberland County College Faculty Association. Articles of the agreement cover recognition; negotiation procedure; association rights and responsibilities; conditions of employment; faculty benefits; salaries; compensation for graduate work; committees-standing; committees-promotion, tenure, review and evaluation; reduction in professional staff; contracts and dismissal; grievance procedure; the Board of Trustees' Rights; nonassignment of contract; and miscellaneous. (MJM)

ED 087327

Cumberland County College New Jersey NCA - 2 yrs

ARTICLE I

RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Cumberland County College Faculty Association, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in Public Law 303, for all full-time professional personnel presently employed or hereafter employed by the Board during the term of this contract, including instructors, counselors, coordinators, degree librarians, and Assistants to the Dean. This shall exclude the President, the Director of Administrative Services, the Dean of Instruction, the Dean of Student Personnel Services, Administrative Assistants, Director of the L.R.C. and the department chairman.

In the event any Association member in the excluded category is assigned secondary duties which may be in the included category, they shall, however, remain excluded from the negotiating unit.

HE 005 130

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all faculties, be reduced to writing, be signed by the Representatives of the Board, and the Association, and be adopted by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or title, salaries and years of service of every person covered by this Agreement, both tenure and non-tenure. Tenure personnel shall be permitted to inspect, copy from, or reproduce their individual personal records, but not other members of the Association.

As soon as the college budget is presented to the Board of School Estimate, a copy of this budget will be forwarded

to the President of the Faculty Association.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power to make proposals, consider proposals and make counterproposals in the course of negotiations.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any full time faculty benefit prior to its effective date.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.

F. Either party will have the right to caucus at any time. The maximum length of time for a caucus shall be 15 minutes unless a longer time is granted by mutual agreement.

G. When an agreement has been reached on a particular article or sub-article, the chairman of each party will initial the article to indicate agreement has been reached between

the respective negotiating parties.

H. When, in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for the services of a mediator in accordance with Chapter 12 of Rules and Regulations and Statement of Procedures of the N.J. Public Employment Relations Commission.

I. All meetings of the negotiating parties will be held in the Board Room of the Administration Building of Cumberland County College. Provisions will be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said building.

J. Each negotiating session shall be held between the hours of 7:30 p.m. and 10:00 p.m. with extension by mutual agreement. There shall be one session per week unless otherwise agreed.

K. By the second negotiations session each party shall submit to the other a list of the names of those persons comprising its respective negotiating party. Any and all information pertaining to negotiations may be disseminated only among those persons whose names appear on the above mentioned list.

During the course of the negotiations nothing herein contained shall limit the right of the Board of Trustees and its committees to be consulted as to areas deemed by the Board's negotiators as necessary for a prompt and efficient resolution of issues, nor of the right of the Board's negotiating committee to consult with the managerial personnel in their particular areas of assignment.

L. Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the college pursuant to their rights under the Constitution and laws of the State of New Jersey.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Pursuant to Public Laws of 1968, Chapter 303 of the State of New Jersey, the Board hereby agrees that all full-time non-supervisory faculty members (as herein defined) shall have and shall be protected in the exercise of, the right, freely and without penalty or reprisal, to form, join, and assist the Faculty Association herein recognized or to refrain from such activity. Pursuant to such right, the Faculty Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any Association member rights he may have under the General School Laws of the State of New Jersey, or other applicable laws and regulations. The rights granted to the Association members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Members of the Association shall have the right to attend meetings of the Association, and its respective committees, except that classes or other regularly scheduled assigned responsibilities may not be cancelled by any member in order to attend such meetings. No charge shall be made for the Association's use of college facilities for such meetings.

D. The Association shall have the right to post notices of its activities and matters of Association concern on faculty

bulletin boards in the faculty lounge and in the faculty office complexes. The Association may use the college mail service and faculty mail boxes for its approved communications to all faculty members.

E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

The Association shall supply, at its own cost, all equipment, materials, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association, except as herein provided.

With the prior approval of the President or his designee, the Association's duly authorized representatives or members employed by the Board may be permitted use of college facilities for meeting purposes at such time and place as will not interfere with, delay or defer any activity or function of the College.

The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of the mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, to wit, long distance calls, shall be paid for by the Association.

F. The Board and Association recognize that all

employees of the College, including the Association members, are entitled to full rights of citizenship and right to engage in all lawful activities, including religious and political activities, but those activities shall in no way interfere with the obligations of the Association members to the Cumberland County College.

G. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

H. An Association representative may have his appearance noted on the agenda of any regular Board meeting, if notice of intent is filed with the President ten days prior to the date of the meeting.

I. A Faculty Committee on Ethics and Professional Behavior shall be established by the Association to hear complaints from faculty and/or students about the professional conduct of Association members and make recommendations to the Dean of Instruction and the President regarding the disposition of such complaints.

J. The Board and Association adhere to the following principles on Academic Freedom:

Academic Freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Academic Freedom

(a) The teacher is entitled to full freedom in research and in the

publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution. (b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment. (c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

A. Basic Load

In one semester the teaching load shall be 16 contact hours; however, during the academic year, the teaching load shall not exceed 30 contact hours.

Department chairmen and departmental members will make effective recommendations to the Dean of Instruction and the President, concerning class size. Final decision as to class size shall rest with the President of the College. When the budget, schedule, and facilities permit, the following guidelines will prevail:

(a) the maximum number of students in each class shall normally be thirty-four;

(b) every effort will be made to maintain a twenty student limit in English composition, speech, foreign language, accounting classes, and math fundamentals;

(c) students in laboratory sections shall not exceed the number of fixed stations in assigned rooms;

(d) the minimum number of students that must register for a course section in order for it to be held shall be fifteen (15), subject to Board of

Trustees exceptions;

(e) English Fundamentals shall normally be limited to a maximum of fifteen (15) students;

(f) the Board and Association recognize that there are certain types of lectures which lend themselves and/or which can be accomplished by the auditorium type lecture. Any and all types of these lectures shall be exceptions to the aforementioned guidelines.

A faculty position at the college is considered a full time responsibility. It is understood that outside employment shall in no way be permitted to interfere with college-assigned responsibilities. Abuse of this provision may be cause for non-renewal of contract.

B. Supplemental Teaching

1. Consistent with the needs of the Cumberland County College and giving consideration to the basic loan deemed appropriate for effective teaching, full-time unit members will ordinarily be given due and proper consideration for such assignments. The policy of the Cumberland County College is that adjunct faculty will not be used in a manner so as to replace the need for full-time faculty. Final decision as to the adjunct faculty shall rest with the President and the Board of Trustees.

2. Payment for teaching overload shall be made on the basis of $250.00 per contact hour. Payment for teaching

an overload shall be made in the semester in which the overload occurs. Payment shall be made twice during the semester at mid-term and at the end of the semester.

3. Full-time teaching faculty shall be given first priority to all summer positions, i.e., two courses.

4. Payment for teaching in the summer sessions shall be made on the basis of $250.00 per contact hour, each class offering being subject to a specified minimum enrollment.

C. Course Assignment.

1. Course Assignments shall essentially be determined at the departmental level, subject to the review and approval by the Dean of Instruction. The Dean of Instruction will confer with the department chairman and the instructor involved when circumstances require an unusual amount of class preparation.

2. A faculty member is not to be assigned to an area where he has limited formal preparation unless it is agreed to by the faculty member.

3. Each instructor shall be given his tenative teaching schedule for the fall term no later than June 1, and for the spring term, no later than December 1.

D. Office Hours.

Faculty members shall maintain at least one hour per day or additional hours as may be required for consultation with students. Consistent with the needs of the college, unit members shall not ordinarily be required to maintain a consultation schedule on a day on which the unit member has no scheduled classes.

In the event that no appointments are scheduled during any consultation period, the unit member may proceed with other

work on campus, but shall be available by telephone to return to the faculty complex for consultation.

In no event shall a unit member maintain less than five hours per week for consultation with students.

E. College Functions

The unit member is encouraged to attend college-sponsored affairs; the unit member would be required to attend only those specifically indicated as mandatory, and then only after proper notification.

F. Off-campus teaching assignments shall be mutually agreed upon by the unit member involved and the administration.

G. College Day.

Insofar as possible, the assignment of the instructor shall span no more than 8 hours from the beginning of his first class to the end of his last class in the same day. There shall be at least 14 hours between the end of the last class of the day and the beginning of the first class of the next day. Exceptions may be made with prior written consent of the instructor.

H. Faculty Office Space

The Board shall provide sufficient offices, clerical and typing assistance for the unit member.

I. The Board shall provide adequate parking facilities for the unit members at no charge. Faculty spaces shall be distinctively marked and reserved.

J. Unit members shall be available to serve on the various college committees.

K. Vacation for twelve month employees. Twelve month employees shall have twenty working days vacation per year,

not including the regular ten-month employee holidays.

L. Holidays for Librarians.

a. Professional librarians shall be entitled to all legal holidays that ten-month employees receive during the academic year.

b. There shall be 25% of the professional library staff on duty during the Thanksgiving, Christmas, New Year, all interims and Easter recesses. The staff on duty during the above named recesses will receive compensatory time off within one year of the time worked. Compensatory time will be arranged in such a manner that the library will not be understaffed when school is in session. Compensatory time will be arranged with consent of the Library Director.

M. All specific course texts and other teaching materials shall be selected by the Faculty member teaching the course in conjunction with his department head, who will submit the recommendation to the Dean of Instruction for his approval and in sufficient time for same to be ordered by him for the ensuing term.

ARTICLE V

FACULTY BENEFITS

A. Sick Leave

1. A regular employee who is absent from duty because of personal illness is allowed sick leave each year without deduction in pay on the following basis:

Ten-month employees - 10 working days sick leave per year.

Twelve-month employees - 12 working days sick leave per year.

2. Concurrently with the beginning date of the fall term, a statement designating the number of accumulated days to which a faculty member is entitled, the number he has consumed, and the number remaining in his account will be available in the office of a staff member designated by the President of the College for the information of any interested unit member.

3. Although sick leave may not be credited during a leave of absence, an employee does not lose accumulated sick leave while on a leave of absence.

4. Although sick leave allowance is accruable without limit, it is not payable upon leaving college employment.

B. Bereavement

1. Leave not to exceed five days with pay will be allowed for each death in the immediate family. Immediate family

shall be interpreted to include father, mother, children, wife, husband, siblings, grandparents, parents-in-law, grandchildren and members of the family living in the same household with the employee.

C. Personal Leave.

1. Personal leave with prior approval of the President may be granted for a maximum of three days in any one year for the following reasons:

a. personal court appearance

b. marriage of employee

c. personal business which cannot be handled outside scheduled hours.

d. religious holidays

e. any other emergency or urgent reason which is not included in a to d above, if approved by the President.

Procedure for requesting personal leave:

a. A formal request shall be written to the President.

This request shall include the following data:

1. The specific reason for the requested leave.

2. The date of the absence.

b. This request shall be submitted to the Department Chairman to be forwarded to the President no later than two weeks prior to the anticipated absence. Only in emergencies may this limitation be waived. Such a waiver necessitates approval of the Department Chairman and immediate submission of the letter to the President.

c. All personal leaves are official only after receipt

of the President's or his designee's approval.

D. Leaves of Absence.

1. Advanced Study

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any unit member upon application for the purposes of advanced studies, if, in the opinion of the President and the Board, such studies shall benefit the College as well as the individual. Upon application, such leave may be extended beyond one-year limit. Upon return from leave, the unit member may be placed at a position commensurate with his new experience.

2. Exchange Teaching

A leave of absence for one year may be granted to any unit member by the Board of Trustees upon the recommendation of the President for the purpose of participating in exchange teaching programs in other states, territories or countries, if, in the opinion of the President and the Board such experience shall benefit the College as well as the individual. The Board may extend such leave beyond the one-year period. The replacement will be properly qualified for the duties he is to perform. Upon return from leave, the faculty member may be placed at a position commensurate with his new experience.

3. Maternity Leave

Unpaid maternity leave for a minimum of eight months and a maximum of twelve months may be granted by the Board upon the recommendation of the President and at the request of the unit member. The leave shall commence at least four months prior to the expected date of childbirth and will extend for a period of at least four

months after delivery. A doctor's certification is required indicating ability to return.

4. Military Leave.

A military leave of absence without pay is granted to a full-time member if he enlists, is drafted or is ordered to active duty in the armed forces of the United States. All provisions of the State and Federal Leave detailing military training in the armed forces of the United States will apply.

5. Professional Improvement.

a. Unit members are encouraged to attend appropriate and worthwhile professional meetings.

b. To the extent possible, the College will assist in payment of expenses of attendance at professional meetings.

c. In the event several faculty members desire to attend the same meeting, any travel allowance will be pro-rated among them, or paid to the person(s) providing transportation, assuming five passengers to the car.

d. A written request to attend a professional meeting must be submitted to the Dean of Instruction <u>two weeks</u> prior to the date planned for departure to the meeting. The request should contain an estimate of the cost of attendance. Attendance is not approved unless a written authorization has been received from the Dean. Expenses will not be paid in any case where attendance has been without prior approval.

6. Sabbatical Leave

Sabbatical Leave shall be granted by the Board subject to the following conditions:

a. The unit member must have completed seven (7)

years continual service to the college, since beginning service or since his last sabbatical leave.

b. The leave must be applied for, at least one year in advance, where possible, with the specific study or research purpose clearly stated in the application.

1. Applications shall be submitted to the committee consisting of three (3) members appointed by the Association and three (3) members appointed by the President.

2. After careful consideration of all applications, the committee shall recommend candidates for leave to the President, who may accept or reject any or all recommendations.

c. Sabbatical leaves may be one semester or two semesters in duration. Full salary will be paid for a one-semester leave, and half salary for a two-semester leave.

d. The unit member is to assist in locating a fully-qualified replacement. All replacements must have the approval and recommendation of the department chairman and the appropriate Dean.

D. Insurance Programs

At no cost to the unit member, the Board shall provide for him and his eligible dependents the health insurance benefits of the following plans:

1. Blue Cross Hospitalization
2. Blue Shield Medical and Surgical
3. Rider J,
4. Major Medical

E. Health Services

Any physical exams and immunizations required by the Board shall be done at the expense of the Board.

ARTICLE VI

SALARIES

The salary schedule for the 1972-73 academic year shall be as follows:

RANK	MINIMUM
Assistant Professor II	$8,500.00
Assistant Professor I	10,000.00
Associate Professor	12,000.00
Professor	14,500.00

Current year increments shall be $500.00.

The increases in salary for the 1972-73 academic year range from $830.00 to $905.00. A list of all negotiable salaries signed by the parties hereto will be filed with the President, the Director of Administrative Services and the President and Secretary of the Faculty Association. Salary for ten month employees will be paid from August 15 to June 15.

The salary increase for 1972-73 will by rank be as shown below:

	Current Year Increment	Adjusted	Total
Assistant Professor II	$ 500.00	$ 330.00	$830.00
Assistant Professor I	500.00	355.00	855.00
Associate Professor	500.00	375.00	875.00
Professor	500.00	405.00	905.00

All increases in salary are awarded by the Board of Trustees upon the recommendation of the President. N.S.A.

18:29-14 Professional employees covered by this contract, whose contracts are for twelve months, shall receive the increase plus ten per cent of the increase.

1. Faculty members may be employed at a salary higher than the minimum sslary for a rank if qualifications are unusual. Such appointment will be made by the Board of Trustees upon the recommendation of the President.

2. A candidate is not automatically entitled to placement in the top rank for which his academic and experience credits make him eligible. The President may recommend employment at any rank or below the level of the noted qualifications.

3. Faculty members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only, and all promotions shall be made in accordance with personal policies established by the Board of Trustees.

4. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

B. Academic Ranks:

GUIDELINES FOR ELIGIBILITY

Assistant Professor II:

Academic: Master's Degree or equivalent in special fields

Experience: None

Assistant Professor I:

Academic: Master's Degree plus 24 graduate credits

Experience: 4 years teaching experience or the equivalent

Associate Professor:

Academic: Master's Degree plus 45 graduate credits or Master's Degree and all course work completed for Doctorate

Experience: 6 years teaching experience or the equivalent

Professor:

Academic: Doctorate or equivalent

Experience: 9 years teaching experience

C. College Orientation Procedure:

In order to implement Orientation Procedure for each academic year, the President of the College shall maintain a group of six (6) members known as the Orientation Procedure group, who shall consist of three (3) members designated by the President and three (3) designed by the Association.

This group shall assist for each academic year. The President shall make the final decision regarding the Orientation Procedure. The tenative schedule adopted by the President is to be published on or before June 30, of each calendar year.

ARTICLE VII

COMPENSATION FOR GRADUATE WORK

Well aware that one of the measures of its intellectual vitality is the extent to which the faculty are continuing their professional growth by pursuing additional graduate study, the Board of Trustees, upon the recommendation of the President, will compensate full-time faculty currently in the service of the College for graduate work provided the following conditions are complied with:

1. Prior to enrollment in a course, faculty will obtain approval of the President. The President will approve only courses which are part of a graduate degree program consistent with the discipline taught and which will contribute to the effectiveness of the teacher in the department and subject area in which he teaches in this college.

2. Upon successful completion of the approved course - with "credit" or a mark of "B" where letter grades are assigned - official evidence or grade report be transmitted to the office of the President of the College by the registrar of the University in which the course is taken. Upon receipt of the official grade report, the President will authorize compensation for the course at the rate of $40.00 per credit hour, which then becomes part of the contracted salary, payable at the end of the academic year. A faculty member will be compensated for a maximum of $240.00 or six credit hours

in any one semester and a maximum of $480.00 or twelve credit hours in any one academic year including summer session. The maximum payable under the above compensation for graduate work shall be 24 credit hours in the Masters and Doctorate programs.

It is understood between the parties that certain persons covered under this contract have completed credit hours which can be submitted to the President for his approval hereunder. These credit hours heretofore obtained upon approval by the President shall be compensated for at the same rate as herein stated, but shall be payable upon the completion of 24 credit hours herein provided for.

ARTICLE VIII

I. COMMITTEES (STANDING)

All committees are advisory to the President of the College who, through them, extends to the faculty the opportunity to participate in College governance. Prior to the close of the 1971-72 academic year, the Faculty Association President shall submit to the College President a listing which indicates the standing committees on which each Association member would like to serve. The College President will make his selection using this listing as a basis for selection.

II. COMMITTEES: PROMOTION, TENURE, REVIEW AND EVALUATION

The College President or his designee will meet monthly with an advisory council consisting of the chairmen of the above specified committees to consider the progress being made by each committee, and the problems being experienced by each in the discharge of its responsibilities. The Faculty Association President or Vice President will be a member of the Council, as will the Deans of the College.

At the conclusion of the work of the various committees and upon the submission of their reports to the President of the College, the council will meet with the President to review and evaluate their structure and procedures, and to recommend and inquire into ways and means of improving their effectiveness.

ARTICLE IX

REDUCTION IN PROFESSIONAL STAFF

In the event that reduction in staff becomes necessary, the order of dismissal shall be on the basis of reverse seniority with regard to the number of years employed by the college.

ARTICLE X

CONTRACTS AND DISMISSAL

Annual contracts stipulating academic rank, salary, and salary schedule shall be issued not later than March 15th. When the Board of Trustees does not intend to reappoint a unit member, notice of non-reappointment shall be given in writing no later than March 15th of the first academic year of service and not later than February 1st of the second year, and January 15th of the third academic year of service.

Said contracts are to be signed and returned to the Board of Trustees no later than March 30th.

ARTICLE XI

GRIEVANCE PROCEDURE

A. For the purpose of this Agreement the term "Grievance" shall mean any dispute between the Board and the Association, or between the Board and any employee or group of employees within the negotiating unit, concerning the meaning and application and the alleged variations of the express written provisions of this Agreement.

B. For the purpose of this grievance procedure the Association, employee or group of employees shall hereinafter be referred to as the "Grievant".

C. Informal Procedure

In the event that a grievance shall exist the Grievant shall informally discuss the grievance with the Department Chairman or the Appropriate administrator, with the right to discuss the matter with the Dean of Instruction and/or the President.

D. Formal Procedure

If, as a result of the informal discussions, the grievance is unresolved, the Grievant may invoke the formal grievance procedure by submitting a grievance, no later than five working days after the conclusion of the informal discussion, in a manner as herein set forth;

There shall exist for the purpose of hearing formal grievances a panel of trustees, association designated members and administration designated members. This panel will

be composed of three (3) members each of the trustees, association designated members and administration designated members. A person having a grievance shall submit the grievance on a form which can be obtained from the office of the President of the College to the College President, who shall immediately, together with the Grievant and Association President select at random one name from each of the three categories. The names shall be selected on a chance basis. The three members shall thereafter constitute the arbitration panel for the settlement of the grievance, and shall hear the same in full and render a decision within seven working days following the close of the hearing. In the event that the grievant is unsatisfied or decides to appeal the decision of the aforesaid panel, he may file an appeal with the full Board of Trustees on a form which can be obtained from the office of the College President. Said appeal to be in writing setting forth the grievance and the specific areas of the decision from which the Grievant appeals. Upon receipt of the grievance the Board of Trustees shall review the decision of the panel, giving the Grievant, if he so desires, the opportunity to present additional data or arguments to the Board. The Board shall act on the grievance at the next regular meeting following the filing of the same and shall notify the Grievant in writing of its decision within seven working days of the hearing. This decision shall be final and binding on the parties.

ARTICLE XII

THE BOARD OF TRUSTEES' RIGHTS

A. The Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

B. Any of the rights, powers or authority the Board had when there was no collective bargaining representatives or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement, and any other Agreement that may hereafter be made by the parties.

C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

ARTICLE XIII

NON-ASSIGNMENT OF CONTRACT

This contract cannot be assigned by the Association without the prior expressed written consent of the Board of Trustees.

ARTICLE XIV

MISCELLANEOUS

A. Copies of this Agreement shall be reproduced by the Board and distributed to all Faculty now employed or hereafter employed by the Board for the duration of this Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which shall remain in full force and effect.

C.. Except as therein provided in this Agreement nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any faculty benefits existing prior to the effective date of this Agreement.

D. This agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.